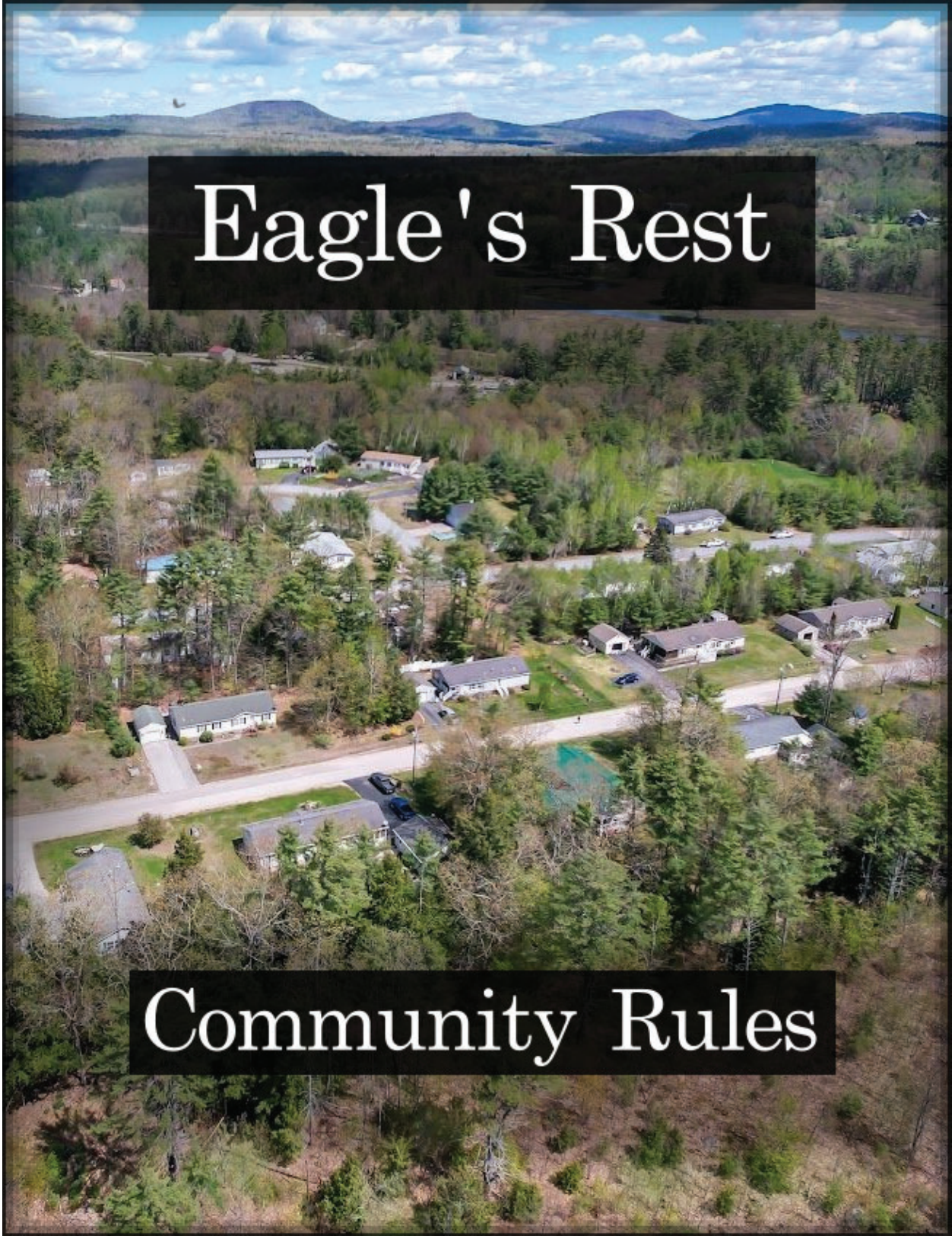


An aerial photograph of a residential community named Eagle's Rest. The community features several large, single-story houses with light-colored siding and dark roofs, interspersed with lush green trees. A paved road winds through the property. In the background, a range of rolling mountains is visible under a blue sky with scattered white clouds. The text "Eagle's Rest" is overlaid in a white serif font on a black rectangular background.

Eagle's Rest

Community Rules

IMPORTANT NOTICE REQUIRED BY LAW

THE RULES SET FORTH BELOW GOVERN THE TERMS OF YOUR RENTAL AGREEMENT WITH THIS MANUFACTURED HOUSING PARK. THE LAW REQUIRES ALL RULES AND REGULATIONS OF THIS PARK TO BE REASONABLE. NO RULE OR REGULATION MAY BE CHANGED WITHOUT YOUR CONSENT UNLESS THIS PARK GIVES YOU 90 DAYS ADVANCE NOTICE OF THE CHANGE.

SUBJECT TO THE TERMS OF ANY WRITTEN LEASE AGREEMENT, YOU MAY CONTINUE TO STAY IN THIS PARK AS LONG AS YOU PAY YOUR RENT AND ANY OTHER LAWFUL CHARGES, FOLLOW THE RULES OF THE PARK AND APPLICABLE LOCAL, STATE AND FEDERAL LAW, DO NOT DAMAGE PARK PROPERTY AND DO NOT REPEATEDLY BOTHER OTHER TENANTS IN THE PARK. YOU MAY BE EVICTED FOR NON-PAYMENT OF RENT, BUT ONLY IF YOU FAIL TO PAY ALL RENT WITHIN 30 DAYS AFTER YOU RECEIVE WRITTEN NOTICE THAT YOU ARE BEHIND IN YOUR RENT.

YOU MAY ALSO BE EVICTED FOR NOT FOLLOWING THE RULES AND REGULATIONS OF THIS PARK, BUT ONLY IF THE RULES ARE REASONABLE, YOU HAVE BEEN GIVEN WRITTEN NOTICE OF YOUR FAILURE TO FOLLOW RULES, AND YOU THEN CONTINUE TO BREAK THE RULES. YOU MAY NOT BE EVICTED FOR JOINING A TENANT ORGANIZATION.

IF THIS PARK WISHES TO EVICT YOU, IT MUST GIVE YOU 60 DAYS ADVANCE NOTICE EXCEPT IF YOU ARE BEHIND IN YOUR RENT, IN WHICH CASE ONLY 30 DAYS NOTICE IS REQUIRED. THE EVICTION NOTICE MUST GIVE YOU THE REASON FOR THE PROPOSED EVICTION.

YOU HAVE THE RIGHT TO SELL YOUR HOME IN PLACE TO ANYONE AS LONG AS THE BUYER AND THEIR HOUSEHOLD MEET THE RULES OF THIS PARK. YOU MUST NOTIFY THE PARK IF YOU INTEND TO SELL YOUR HOME. FAILURE TO DO SO MAY MEAN THAT THE BUYER WILL BE REQUIRED TO MOVE THE HOME FROM THE PARK.

COPIES OF THE LAW UNDER WHICH THIS NOTICE IS REQUIRED MAY BE OBTAINED FROM THE CONSUMER PROTECTION AND ANTITRUST DIVISION OF THE ATTORNEY GENERAL'S OFFICE, STATE HOUSE ANNEX, CONCORD, NEW HAMPSHIRE, 03301

I. Community Policies: Effective March 1, 2025

A. Occupancy and Visitors

1. Tenant agrees not to lease or sublet their home and that tenancy is limited to residents, listed on rental application, immediate family members listed on rental application, and temporary guests.
2. Residents, members of residents' family, and guests shall comply in every aspect with the laws of the State of New Hampshire and the ordinances of the Town of Alton including but not limited to: all rules and regulations of the Health Officer, Police and Fire Departments.
3. In order to insure the health, safety, welfare and reasonable living standards for all the residents of this community, no resident shall have additional unregistered persons living within a home unless specific written permission is obtained from the Management. Management will withhold this permission if it is necessary to protect the general health, safety, welfare and living standards of this community, or if it is deemed that additional persons will put an undue strain on the community's septic and water systems.
4. Tenants may possess firearms in accordance with local and state statutes; however no firearms may be discharged on community property.
5. Resident shall save and hold harmless the Management from any fires, acts of God, lost or stolen property, personal injury, or property damage claims to Resident, or to Resident's or his guest's property and further, Resident agrees to carry sufficient amounts of property insurance and liability insurance to provide for these contingencies.

B. Conduct and Behavior

1. Residents will be responsible for any damage within this community caused by their dependents, guests or visitors. Residents also agree that there shall be no loud parties, musical instruments, stereos or radios or other commotions.
2. Residents shall not conduct any peddling, soliciting or commercial enterprise within their home or upon community property without the written consent of management.
3. After written notices of violation of the community rules, your conduct shall be considered to be in flagrant disregard of the rules and you will be evicted.

C. Pets and Animals

1. Residents shall not keep any wild or farm-type animals as pets, and under no circumstances shall there be cages, houses, or structures of any type for any animals on resident's lot or elsewhere in the community.
2. Residents shall keep only traditional domestic pets, such as tropical fish, birds, cats and dogs provided that they remain within the resident's home or solely on the resident's lot and provided that they do not cause a nuisance. Residents will need prior approval for

any dog in excess of 35 pounds. Any dog exhibiting aggressive behavior must be removed from the community upon notification from Management.

3. A reasonable number of pets per household will be allowed, based upon home location, type of pets, and other considerations. Management will be the final arbitrator concerning what constitutes a reasonable number, however, any pet which becomes a nuisance will, after one warning, have to be removed from the community. All pets must be leashed or under the owner's control when outside the pet owner's home.
4. When walking pets on community property, the owner is responsible for the removal of any animal waste created by their pet that is deposited on community property or upon another resident's lot. This waste should be carried away by residents and disposed of properly either in the trash or in a suitable waste disposal area.

II. Home and Property

A. Home Requirements and Maintenance

1. Residents may not construct, remove, relocate, or do any building of any kind or do any masonry work unless written approval is obtained from Management before the project is begun. A plan must be submitted in writing to Management twenty (20) days prior to purchasing materials or beginning construction.
 - a. This plan must show design, dimensions and list all materials used in construction.
 - b. Be drawn to scale and the yard and manufactured house also shown in relation to the proposal.
 - c. Management will approve or reject this plan within two (2) weeks after submission.
 - d. It is further agreed that if written permission is given for any additions, or deletions, as provided for in this section, that the tenant should complete the work within forty-five (45) days after receipt of such written permission. If it is not completed upon written request of Management, the project must be completely dismantled within five (5) days upon written notice by Management
 - e. If applicable, resident must obtain all necessary local building permits prior to construction
2. All trash barrels and containers must be kept in a shed or out of sight behind a fenced-in area in the back of the resident's home, and away from other residents' view. They must not be visible from the road or obstruct other resident's views.
3. Any home damaged by fire, wind or other calamity, which becomes uninhabitable, or unsightly, shall be removed from the community within (30) days at the residents expense after receiving written notice from the Management. If the home can be repaired on site so that no danger exists, and so that it is no longer unsightly or a nuisance, Management shall make a decision regarding its appearance and continued tenancy after repairs are made.

4. Tenants must maintain home insurance to insure that any home damaged by falling trees, tree limbs, hail, flooding and other natural occurrences is promptly repaired. Management may require proof of said insurance coverage.
5. Replacement of existing manufactured homes: Upon receiving written permission from management and any required permits from the Town of Alton, residents are allowed to replace existing homes provided they meet current aesthetic and Town requirements. Because we are a designated elderly housing development, any new home replaced by the resident must contain a maximum of two bedrooms as required by the town's zoning ordinance.

B. Landscaping and Exterior

1. Tenants shall maintain their lot in an attractive manner, including but not limited to maintenance of lawns, flowers, and shrubs. Maintenance shall include proper lawn fertilization, weed control, and removal of fallen leaves and branches. Failure to properly maintain, will result in notification from management. Failure to remedy the items listed in the notification will result in management performing them and subsequently billing residents for that service. Failure to pay that fee will be considered non-payment of rent.
2. All manufactured house exteriors, porches, awnings, sheds, skirting, and any other exterior structures shall otherwise be kept clean and painted as necessary and in good repair at all times. Management shall be the sole judge of what constitutes attractive appearance and that judgment shall be exercised reasonably.
3. Any porch, skirting, or shed or other accessory construction that is in poor repair (without paint or in need of replacement) will be replaced, repaired, or painted by the tenant upon notice to the tenant by the Management that a part of their property is in disrepair or unsightly. This repair, or replacement, must be done to Community Standards (above) and begun 10 days after a notice to repair is received by tenant and completed 35 days after first begun. If the required improvements specified by Management are not completed within the above time limits, that will constitute a violation of Community Rules and Management will have the necessary work performed and all costs and expenses incurred thereby shall be added to the rental amount due at the next rental period. Nonpayment of this extra charge shall be considered a nonpayment of rent due and appropriate-action shall be taken.
4. Any new construction (porch, deck, stairs, carport, or similar) or any new addition should be built by a qualified carpenter or builder. However, construction by the tenant may be permitted if the tenant submits a detailed plan to Management twenty (20) days in advance of any proposed construction or addition showing plans drawn to scale and all materials to be used clearly shown. Final painted finish of wood or other suitable material approved by management can be light gray, white, or flat brown. Any other paint color will need approval from the Management. Approval will be unlikely unless there is an

extraordinary reason for another color, or unless that color will match or complement the existing manufactured house.

5. Any accessory building, (storage sheds, garages, carports or similar.), having a footprint of 24 square feet or larger, must be sided with the same type and color siding as the manufactured home, and roofed with the same type and color of roof shingle.
6. Tenant agrees that there shall be no unsightly storage of boxes, equipment, firewood, tires, toys, lawn furniture or other unsightly matter around their manufactured house.
7. Tenants will not trim or cut limbs from any trees on their lot or within this community without notifying and receiving written permission from the Management.
8. Lawn sprinklers: The water system for this Community has been designed according to standards set by the New Hampshire Department of Environmental Services. We are within all standards set by them regarding quality and quantity; however the system was designed for household use only. It cannot supply enough water to meet the demands of multiple lawn sprinklers. Therefore without prior notification from Management, any sprinkling must be done with hand-held sprinklers only.
9. The Management will pick up tree branches if they are placed near the road. This will occur in the spring during a one-week period. At other times, residents must take their own branches to the town landfill.
10. Tenants shall use only umbrella-type clotheslines, and only after Management's written permission based upon the size of the lot, proposed location of drying lines, and location of lot. No one shall string lines from any tree, building, or other device or fixture.
11. No fences may be built or erected without specific written approval. Antennas larger than 36" will require written approval that will be based upon proposed location, screening from road, etc.
12. Residents agree that all fuel tanks must be either located under residents home or at rear of home, screened from view with a suitably approved material.
13. Firewood stored for resident's personal use shall be neatly stacked behind resident's home or accessory building so it is not visible from community roadways. If another home backs up to resident's, then the resident's woodpile must be screened from view with a suitably approved material.
14. Tents and campers: No tent or camping trailer shall be set up within the community without Management's approval.
15. Fires: Residents shall have no open fires other than charcoal cooking done in an acceptable grill and carefully attended by Resident.

C. Utilities and Services

1. Should a sewer line blockage occur and the problem is found to be caused by the tenant, the cost of clearing, replacing or unclogging the sewer line will be charged to the tenant. Absent tenant responsibility, the tenant is responsible for that portion of the sewer line that is above ground, and management is responsible for that portion which is below ground.

2. Tenant is responsible for that portion of the water line above ground, management is responsible for that portion below ground. Tenants must install and maintain a thermostatically controlled water line heat tape to insure against pipes freezing.
3. Community management or an independent contractor will do snow plowing, and when required, sanding. Plowing takes place at approximately 3-inch to 6-inch depths on the streets. Private driveways are not included in this plowing. The snow plowing often takes place during darkness and other periods of reduced visibility and for this reason all vehicles must be parked in driveways as far away from road edges as possible.
4. The Management cannot and will not accept any liability because of "acts of God", (sun and cold) which contribute to slippery road surfaces. Residents and guests should avoid walking on streets when they are snow-covered and are liable to be slippery.
5. The independent snow contractor is not employed exclusively by the Management and is free to contract with individual residents to plow and sand their driveways.

D. Vehicle Regulations

1. Only passenger cars, small non-commercial vans and pick-up trucks in good repair, running condition and appearance shall be kept within the community. All vehicles must be parked on the asphalt portion of the home's driveway and no parking on lawns or behind homes is permitted.
2. Tenants shall not park any unused or inoperable motor vehicles, utility trailers, travel trailers, campers, recreational vehicles, boats, or similar contrivances on their lot for more than ten (10) days.
3. No motor homes, travel trailers, utility trailers, boats, ATVs or Snowmobiles may be left in residents' yards for more than ten (10) days, unless permission is given by Management.
4. Residents and invited guests shall not drive any vehicle in excess of 20 MPH within the Community.
5. Residents or guests shall not leave any motor vehicle unattended in the traveled part of the roadway at any time.
6. Residents or guests shall not drive any motor vehicle in the community if he is unlicensed, regardless of whether or not he is accompanied by a licensed driver.
7. Residents shall not repair or overhaul any vehicles or automobiles (except for minor tune-ups) within the community.
8. Residents shall not operate or keep any unregistered motor vehicles, snow machines or other motorized vehicles in the community.
9. Residents shall not operate mini-bikes, ATVs or other gasoline propelled vehicles within the community.
10. If a violation of the above occurs, Management will notify the tenant and after five (5) days, if no action is taken, the vehicle may be towed and a towing charge will be assessed to the vehicle's owner.
11. A maximum of two (2) vehicles customarily used on a daily basis by the tenant and/or family members are to be kept in the driveway of any home. The Management will

attempt to arrange a storage area for extra vehicles. No inoperable motor vehicle shall be left or stored, temporarily or permanently, within the community.

12. In order to preserve the roadways, yards, sewer systems and other facilities of the community, all residents agree that they will not operate or cause to be operated, without the community's permission, any service vehicle having a gross vehicle weight greater than 5,000 pounds.
13. No Cars shall be parked in the streets during the winter season. Cars left overnight or during snowy weather, shall be towed at the expense of the owner. The independent snow removal contractor and/or the Management cannot accept any responsibility or liability for damage to lawns, fences and the like.

III. Administrative

A. Application and Approval Process

1. This community is designated as a "sixty-two years or older community" and we adhere to the Federal Fair Housing Act 42 USC Section 3601. The majority of new applicants for residency must be qualified as such. However, the management, under its sole discretion, can waive this requirement on an individual case by case basis as long as the percentage of non-fifty-five plus residents does not exceed twenty (20%) percent of the total resident population.
2. Residency shall be limited to the residents listed on the initial application for residency. After a new resident takes possession they may not add additional persons without the prior written approval of Management.

B. Rent and Fees

1. Lot rent is due and payable on or before the first (1st) day of each month. All rent payments by check, money order or the like should include your lot number. This community uses a three tiered rental system with discounts given for the date of payment:
 - Rents paid by the third (3rd) of the month qualify for the tier one rate. (-\$50.00)
 - Rents not received by the third (3) day of the month must pay the rate indicated in tier two. (-\$25.00)
 - Rents not received by the fifteenth (15) of the month must be paid at the tier three rate, with no discounts allowed.
 - Rent payments by a person other than the registered tenant must have a prior written arrangement with the Management before they can be accepted.
 - Rents not paid in the month due will be considered past due and eviction proceedings will be commenced against you. You will receive a "notice to quit" and a "demand for payment" which represent the first steps in your eviction. You will also be required to pay any statutory late fees as well as document

preparation and attorney's fees. Failure to pay any of these additional fees is the equivalent of non-payment of rent and will result in the continuation of your eviction proceedings.

C. Rule Enforcement

1. After a written "Notice to Quit", Resident shall pay all legal costs incurred by subsequent eviction actions, including attorney's fees, sheriffs fees etc.
2. Complaints: All complaints must be submitted to Management in writing and must be signed. Management cannot act appropriately until such written notice is received and reviewed.
3. Waiver: Management reserves the right, at Management's sole discretion, to waive any one or more of these rules with respect to any one or more residents. Waiver of any rule shall not be deemed a waiver of any other rule unless expressly stated therein, nor shall a waiver on behalf of any specified Resident or Residents be deemed a waiver for any unspecified Residents.
4. Amendments: The Management may make Amendments to these regulations at any time and copies of such amendments shall be made available to all Residents. Such amendments shall become effective ninety (90) days after notification is given.
5. Partial invalidity of rules and regulations: If any of the provisions of these rules and regulations shall contravene or be invalid under the ordinances of the Town of Alton, or the State of New Hampshire, or the laws of the United States of America, such contravention or invalidity shall not invalidate the entire agreement, but shall be construed as if containing the particular word, phrase, provision or performance held to be invalid, and all other rights and obligations of the parties hereto shall be enforced accordingly.

D. Home Sales and Transfers

Manufactured housing located in this community may be sold by you, your designated agent, or management can perform this function for a fee. The Management reserves the right, and hereby gives notice that they shall exercise the right, to approve in writing every purchaser and their household of every manufactured house as a tenant and such permission will not be unreasonably withheld. In addition:

- a. Management will require credit references, a social security number, and other data requested on the "Manufactured Housing Community Residency Application". A prospective tenant must have adequate income, good credit and

good personal references. Good references will be defined by common sense standards that prevail in the community.

- b. Management will require a one-time nonrefundable application fee equal to one month's lot fee at the rate current at the time of application.
- c. Management will approve or disapprove the tenant based on credit reports, references, and other pertinent data within twenty (20) days after receipt of the application and application fee.

"For Sale" signs installed by tenants may be a standard sign with a maximum size of 216 square inches, containing the words "For Sale" and a phone number. Signs may be placed inside the window of the house or on the manufactured house itself. No yard signs or outside display signs are permitted.

No real estate agent may place a sign outside the house in any manner, and in any case, such placement is restricted as described above. Only two (2) "For Sale" signs may be installed in or on each house for display towards the street. "For Sale" signs shall be removed within 24 hours of the time when a house is no longer for sale. "Open House" signs can be placed at the community entrance and outside the home, only for the duration of the open house.

Prior to management's approval of a new resident, all homes must have a home inspection performed by a licensed home inspector. This inspection must certify that the home does not affect the communities infrastructure and meets the communities current aesthetic standards. Specifically:

- The home must be equipped with low flush toilets using a maximum of 1.6 gallons per flush
- An alarm inspection to show CO2 and fire alarms are in proper working order
- Aesthetically the home cannot have any deferred maintenance items that do not conform to community standards.

IV. Appendices

A. Definitions

1. **"Tenant"** or **"Resident"** means the Lessee or any person who owns or occupies manufactured housing and pays rent or other consideration to place said manufactured housing in this manufactured housing community.
2. **Homesite** or **Allocated area** is defined in accordance with local zoning laws and on the as-constructed plan dated 11/13/24. Any variance to those measurements can be permitted by management on a case by case basis, however residents should not assume any homesite boundaries without consulting management.

3. **Front Setback** is determined and measured from the paved portion of the interior road.
4. **"Community Management"** or **"Management"** means the owner, the Lessor, or owner's employees or agents.
5. **"Guest"** means a person who does not contract for an agreed time and may come and go as he or she pleases.

B. Fee Schedule

1. Mailbox keys: If a resident loses their key, management will replace the lock and provide the resident with two keys for a charge of \$100.00. Additionally, if a resident transfers their home to an approved new resident and fails to pass along the mail box keys, the same amount will be charged to the new resident to have the lock changed. Alternatively, the resident, or new resident, can contact a local locksmith and have the original mail lock re-keyed at their expense.
2. Insufficient funds check fee: a charge of \$50.00 will be assessed for any check returned due to having insufficient funds in your account. Additionally, you will automatically be charged at the tier 3 level.